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7 **BEFORE THE ARIZONA CORPORATION COMMISSION**

8 IN THE MATTER OF THE
9 APPLICATION OF ARIZONA-
AMERICAN WATER COMPANY, AN
10 ARIZONA CORPORATION, FOR A
DETERMINATION OF THE CURRENT
11 FAIR VALUE OF ITS UTILITY PLANT
AND PROPERTY AND FOR
12 INCREASES IN ITS RATES AND
CHARGES BASED THEREON FOR
13 UTILITY SERVICE BY ITS SUN CITY
WEST WATER AND WASTEWATER
14 DISTRICTS.

15 IN THE MATTER OF THE
APPLICATION OF ARIZONA-
AMERICAN WATER COMPANY, INC.,
16 AN ARIZONA CORPORATION, FOR A
DETERMINATION OF THE CURRENT
17 FAIR VALUE OF ITS UTILITY PLANT
AND PROPERTY AND FOR
18 INCREASES IN ITS RATES AND
CHARGES BASED THEREON FOR
19 UTILITY SERVICE BY ITS SUN CITY
WATER AND WASTEWATER
20 DISTRICTS.

21 IN THE MATTER OF THE
APPLICATION OF ARIZONA-
AMERICAN WATER COMPANY, AN
22 ARIZONA CORPORATION, FOR A
DETERMINATION OF THE CURRENT
23 FAIR VALUE OF ITS UTILITY PLANT
AND PROPERTY AND FOR
24 INCREASES IN ITS RATES AND
CHARGES BASED THEREON FOR
25 UTILITY SERVICE BY ITS MOHAVE
WATER AND HAVASU WATER
26 DISTRICTS.

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WS-01303A-02-0869

WS-01303A-02-0870

W-01303A-02-0908

(CONSOLIDATED)

ARIZONA-AMERICAN WATER
COMPANY'S NOTICE OF FILING
CORRECTED TARIFF SCHEDULES
FOR SUN CITY WASTEWATER
DISTRICT

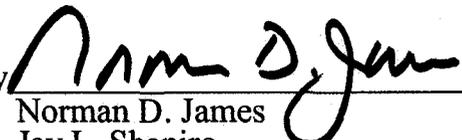
1 IN THE MATTER OF THE
2 APPLICATION OF ARIZONA-
3 AMERICAN WATER COMPANY, AN
4 ARIZONA CORPORATION, FOR A
5 DETERMINATION OF THE CURRENT
6 FAIR VALUE OF ITS UTILITY PLANT
7 AND PROPERTY AND FOR
8 INCREASES IN ITS RATES AND
9 CHARGES BASED THEREON FOR
10 UTILITY SERVICE BY ITS ANTHEM
11 WATER, AGUA FRIA WATER AND
12 ANTHEM/AGUA FRIA WASTEWATER
13 DISTRICTS.

8 IN THE MATTER OF THE
9 APPLICATION OF ARIZONA-
10 AMERICAN WATER COMPANY, AN
11 ARIZONA CORPORATION, FOR A
12 DETERMINATION OF THE CURRENT
13 FAIR VALUE OF ITS UTILITY PLANT
14 AND PROPERTY AND FOR
15 INCREASES IN ITS RATES AND
16 CHARGES BASED THEREON FOR
17 UTILITY SERVICE BY ITS TUBAC
18 WATER DISTRICT.

14 Arizona-American Water Company ("the Company") hereby filed true copies of its
15 corrected tariff schedules for the Sun City Wastewater District.

16 DATED this 16th day of December, 2004.

17 FENNEMORE CRAIG

18 By 
19 Norman D. James
20 Jay L. Shapiro
21 Attorneys for Arizona-American Water
22 Company

22 ORIGINAL and 21 copies
23 of the foregoing were
24 delivered this 16th day
25 of December, 2004, to:

24 Docket Control
25 Arizona Corporation Commission
26 1200 W. Washington St.
Phoenix, AZ 85007

1 COPY of the foregoing was
2 delivered this 11th day of
December, 2004 to:

3 Timothy Sabo, Esq.
4 Gary Horton, Esq.
5 Legal Division
6 Arizona Corporation Commission
7 1200 West Washington
8 Phoenix, AZ

9 COPY mailed this 11th
10 day of December, 2004 to:

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13 1110 W. Washington, Suite 220
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Arizona-American Water Company
(Name of Company)

Sun City Sewer District
(Name of Service Area)

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ISSUED: July 1, 2004 EFFECTIVE: July 1, 2004
Month Day Year Month Day Year

ISSUED BY: David Stephenson, Rate Regulation Manager
19820 N. 7th St., Suite 201, Phoenix, Arizona 85024

Decision No. 67093

Arizona-American Water Company
(Name of Company)Sun City Sewer District
(Name of Service Area)**RULE NO. 1**
DEFINITIONS

For the purpose of these rules and regulations, unless the context otherwise requires, the following definitions shall apply:

1. Advance in aid of Construction: Funds provided to the Company by the applicant under the terms of a collection main extension agreement the value of which may be refundable.
2. Applicant: A person or agency requesting the Company to supply sewer service.
3. Application: A request to the Company for sewer service, as distinguished from an injury as to the availability or charges for such service.
4. Arizona Corporation Commission: The regulatory authority of the State of Arizona having jurisdiction over public service corporations operating in Arizona.
5. Billing Month: The period between any two regular billing periods of the Company's service at approximately thirty (30) day intervals.
6. Billing Period: The time interval between two consecutive billings.
7. Collection Main: All sewer pipe, owned, operated, or maintained by the Company which is used for the collection and transportation of sewage, except any service line as defined herein.
8. Commission: The Arizona Corporation Commission.
9. Commodity Charge: The unit of cost per billed discharge as set forth in this District's tariffs.
10. Company: Arizona-American Water Company.
11. Contributions in Aid. of Construction: Funds provided to the Company by the applicant under the terms of a collection main extension agreement and/or service connection tariff, the value of which are not refundable.
12. Customer: The person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.
13. Customer Charge: The amount the customer must pay the Company for the availability of sewer service, excluding any amount of discharge, as specified in this District's tariffs.
14. District: Sun City Sewer District.
15. Main Extension: The mains and ancillary facilities relevant to providing service to additional customers via the extension of the collection system.
16. Minimum Charge: The amount the customer must pay for the availability of sewer service, including an amount of discharge, as specified in this District's tariffs.

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David Stephenson, Rate Regulation Manager19820 N. 7th St., Suite 201, Phoenix, Arizona 85024Decision No. 67093

RULE NO. 4
SERVICE CONNECTIONS AND REESTABLISHMENT

A. PRIORITY AND TIMING OF SERVICE ESTABLISHMENTS

1. After an applicant has complied with this District's application and deposit requirements and has been accepted for service by the Company, the Company shall schedule that customer for service connection and/or establishment.
2. Service establishments shall be scheduled within five (5) working days of the date the customer has been accepted for service, except in those instances when the customer requests service establishments beyond the five (5) working day limitation.
3. When the Company has made such arrangements to meet with a customer for service establishment purposes and the Company or the customer cannot make the appointment during the prearranged time, the Company shall reschedule the service establishment to the satisfaction of both parties.
4. The Company shall schedule service establishment appointments within a maximum range of four (4) hours during normal working hours, unless another time frame is mutually acceptable to the Company and the customer.
5. Service establishments shall be made only by qualified Company service personnel or persons authorized by the Company.
6. For the purposes of this rule, establishment of service takes place only when the customer's facilities are ready and acceptable to the Company.

B. SERVICE LINES

1. An applicant for service shall be responsible for the cost of installing all plumbing up to the applicant's property line. In addition, the applicant is responsible for the proper grade or leveling of the service line so that it conforms with the collection system of the Company.
2. An applicant for service shall pay to the Company as a refundable advance in aid of construction a sum for each service line.
3. Except where the refundable advances in aid of construction for service lines have been included in refundable advances in aid of construction for main extensions and thus are refundable pursuant to main extension contracts approved by the Commission, each advance in aid of construction for a service line shall be repaid by the Company by an annual credit of one-tenth of the amount received, said credit to be applied upon the sewer bill rendered in November of each year until fully paid, for each service line for which the advance was made, and said credit to commence in the month of November for all such advances received during the preceding calendar year.

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Decision No. 67093

Arizona-American Water Company
(Name of Company)Sun City Sewer District
(Name of Service Area)**RULE NO. 5**
COLLECTION MAIN EXTENSION AGREEMENTS**A. EXTENSIONS OF MAINS AND SERVICES; ADVANCES IN AID OF CONSTRUCTION**

1. The Company will supply services for temporary purposes, provided that the Company has capacity available in excess of the Company's regular needs and provided the Company has available material and equipment necessary to supply said service. Each applicant for such service must pay in advance, to the Company, the Company's estimate of the cost of labor and materials, less salvage value on removal, for installing and removing such service.
2. An applicant for the extension of mains or services shall be required to pay the Company, as a refundable advance in aid of construction, before construction is Commenced, the estimates reasonable cost of all main, service pipe lines, fittings, other costs and reasonable overheads.
 - a. Upon request by a potential applicant for a collection main extension, the Company shall prepare, without charge, a preliminary sketch and rough estimates of the cost of installation to be paid by said applicant.
 - b. Any applicant for a collection main extension requesting the Company to prepare detailed plans, specifications, or cost estimates may be required to deposit with the Company an amount equal to the estimated cost of preparation. The Company shall, upon request, make available within forty-five (45) days after receipt of the deposit referred to above, such plans, specifications, or cost estimates of the proposed collection main extension. Where the applicant accepts the plans and the Company proceeds with construction of the extension, the deposit shall be credited to the cost of construction; otherwise the deposit shall be nonrefundable. If the extension is to include oversizing of facilities to be done at the Company's expense, appropriate details shall be set forth in the plans, specifications and cost estimates.
 - c. In the event that additional facilities are required to provide or sustain service for the new service or services requested, or for existing customers, and the cost of the additional facilities is disproportionate to anticipated revenues to be derived from future customers using these facilities, the estimated reasonable cost of such additional facilities may be included in refundable advances in aid of construction to be paid to the Company.

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Sun City Sewer District
(Name of Service Area)

RULE NO. 5 (continued)
COLLECTION MAIN EXTENSION AGREEMENTS

4. In the event the COMPANY determines that the required construction, proposed construction or development fall within certain criteria, some of which are set forth below, COMPANY may petition the Commission to authorize it to collect from the contributor/advancer funds sufficient to pay the "Full Gross Up" of state and federal income taxes as defined in Paragraph D.I.c. Without intending to limit, examples of events which shall cause COMPANY to require contributor/advancer to advance the taxes as contemplated herein, are as follows:
- a. The development or build-out of the project is remote or speculative; or
 - b. The size of the development, as compared to the size of this District's customer base, represents undue risk for the Company; or
 - c. The size of the advance/contribution or its related cost is extraordinarily large relative to this District's rate base or revenues; or
 - d. The public interest is better served by treating the advance/contribution as other than the "Rate Basing" methodology.

The COMPANY must present sufficient evidence that its request to require "Full Gross Up" of taxes under this paragraph is in the public interest. The Commission may deny, alter, or amend the COMPANY's petition for authorization to require "Full Gross Up".

5. In the event contributor/advancer is required by other tariff, agreement, rule, or order to advance Facilities for the subject development, those AIAC/CIACs shall be subject to the provisions of this Section D.
6. If, in the judgment of the COMPANY based upon the specific development, tax or regulatory considerations, it is deemed inappropriate to utilize either the "Rate Basing" methodology, or the "Full Gross Up" methodology, the COMPANY shall obtain specific Commission approval authorizing alternative treatment.
7. Paragraphs 1-7 of this Section of the Extension Rule shall apply to all refundable AIAC and CIAC agreements entered into on or after September 1, 1988; as well as to all prior AIAC and CIAC agreements which are performed in any manner after September 1, 1988.

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Arizona-American Water Company
(Name of Company)

Sun City Sewer District
(Name of Service Area)

RULE NO. 6
PROVISION OF SERVICE

A. COMPANY RESPONSIBILITY

1. The Company shall be responsible for the safe conduct and handling of the sewage from the customer's point of collection. The "customer's point of collection" is defined as the tap or connection of the service line to the sewer main.
2. The Company may, at its option, refuse service until the customer has obtained all required permits and/or inspections indicating that the customer's facilities comply with local construction and safety standards.
3. The Company will repair all leaks and remove all stoppages in the main. The property owner is responsible for all leaks and stoppages in the service line and same shall be repaired by him, and if such are not repaired within a reasonable time, the owner will be in violation of these rules and regulations and subject to the penalties thereby imposed, including discontinuance of service. For the case when a portion of the service line is outside the boundary of a parcel of private property; the property owner shall be responsible for all stoppages and the Company shall be responsible for any structural defects or failures (including penetration of tree roots) for that portion of the service line outside private property. In all cases when a problem arises with the service line within the boundaries of the private property; the property owner is solely responsible.

B. CUSTOMER RESPONSIBILITY

- a. Each customer shall be responsible for maintaining all facilities on the customers premises in safe operating condition and in accordance with the rules of the Arizona Department of Environmental Quality any local Department of Health and the prescribed specifications of the Company.
- b. Each customer shall be responsible for safeguarding all Company property installed in or on the customer's premises for the purpose of supplying sewer service to that customer.
- c. Each customer shall exercise all reasonable care to prevent loss or damage to Company property, excluding ordinary wear and tear. The customer shall be responsible for loss of or damage to Company property on the customer's premises arising from neglect, carelessness, or misuse and shall reimburse the Company for the cost of necessary repairs and replacements.
- d. The customer shall be responsible for notifying the Company of any failure identified in the Company's equipment.
- e. The customer agrees, when accepting service, that no one except Company employees or persons authorized by the Company shall be allowed to remove or replace any Company owned equipment installed on customer property.
- f. No person, except an employee or person acting on behalf of the Company shall alter, remove or make any connection to the Company's facilities.

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David Stephenson, Rate Regulation Manager
19820 N. 7th St., Suite 201, Phoenix, Arizona 85024

Decision No. 67093

RULE NO. 6 (continued)
PROVISION OF SERVICE

2. The Company shall retain the right to specify the type, size and features of the constructed facilities in order to insure high standards of service and to facilitate efficiencies in operation. The Company shall have authority to specify unique manufacturers, models or features (including sole source supplies) to insure system standardization and operational efficiency. Life cycle cost analyses, including capital versus operational costs, shall be used in the process of determining the type, size and features of facilities to be constructed.

G. ELECTION OF RATE SCHEDULES

6. The Company shall use its best efforts to select the most favorable rate for which the customer is eligible based on available data at the time of application for service. The Company shall use its best efforts for notifying the customer of the most favorable rate schedule if the class has changed after initial application, and shall not be required to refund the difference in charge under different rate schedules. Upon written application of any material changes in the customer installation, the Company will assist in determining if a change in rate schedule is desirable.

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ISSUED BY: David Stephenson, Rate Regulation Manager
19820 N. 7th St., Suite 201, Phoenix, Arizona 85024

Decision No. 67093

Arizona-American Water Company
(Name of Company)Sun City Sewer District
(Name of Service Area)**RULE NO. 10**
USE OF SANITARY SEWERS BY INDUSTRIAL DISCHARGERS**A. PURPOSE AND POLICY**

This Rule sets forth uniform requirements for industrial discharges into the sanitary sewer system, and also establishes a separate industrial discharge service agreement requirement for industrial users. Implementation of an industrial user pretreatment program is consistent with the Federal Water Pollution Control Act as amended by the Clean Water Act of 1977 (Public Law 95-217) and the general pretreatment regulations contained in Title 40 of the Code of Federal Regulations, Part 403. This program is implemented by Sun City and Sun City West Sewer Districts in order to promote consistent application of pretreatment requirements among their customers, and pursuant to Sun City Sewer District's agreements with the publicly owned treatment works that receive and treat wastewater collected by it.

B. DEFINITIONS

The following words when used in this Rule shall have the following meanings:

1. Approved Laboratory Procedures - The test procedures for the analysis of Pollutants as prescribed in 40 CFR Part 136, and amendments thereto that are performed by an environmental laboratory licensed by the state pursuant to A.R.S. Section 36-395. Alternative or additional validated analytical methods may be approved by the Company consistent with the requirements of applicable federal regulations.
2. BOD (biochemical oxygen demand) - The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions for five (5) days at a temperature of twenty (20) degrees centigrade, expressed in milligrams per liter.
3. Bypass - The intentional diversion of wastes from any portion of a treatment facility.
4. Categorical Standards - Those pretreatment standards specifying quantities or concentrations of Pollutants or Pollutant properties which may be discharged to a POTW by Industrial Users in specific industrial categories and which are published in 40 CFR Chapter 1, Subchapter N (parts 405-471).
5. CFR - Code of Federal Regulations.
6. COD (chemical oxygen demand) - The quantity of oxygen consumed from a chemical oxidation of inorganic and organic matter present in the water or wastewater, expressed in milligrams per liter.
7. Cooling Water - The wastewater discharged from any heat transfer system such as condensation, air conditioning, cooling or refrigeration.
8. Company - Arizona-American Water Company.

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David Stephenson, Rate Regulation Manager19820 N. 7th St., Suite 201, Phoenix, Arizona 85024Decision No. 67093

Arizona-American Water Company
(Name of Company)Sun City Sewer District
(Name of Service Area)**RULE NO. 10 (Continued)**
USE OF SANITARY SEWERS BY INDUSTRIAL DISCHARGERS**F. TESTS AND ANALYSES**

1. All tests and analyses of the characteristics of waters and wastes shall be determined in accordance with Approved Laboratory Procedures, and shall be determined at the control manhole provided for in the preceding section and upon Representative Samples taken at such control manhole. All sampling, analyses and flow measurements of Industrial Wastes shall be performed by an independent laboratory or by the laboratory of the Industrial User approved by the Company and licensed by the Arizona Department of Health Services. Prior to submittal to the Company of data developed in the contracted laboratory of an industrial User, the results shall be certified by a responsible administrative official of the Industrial User.
2. Those Industrial Users required to make periodic measurements of flow volumes and constituents shall do so at a frequency and in such a manner as determined by the Company. Measurements to certify the quantities of waste flows and waste constituents reported by Industrial Users will be conducted on a random basis by personnel of the Company.

G. INDUSTRIAL DISCHARGE SERVICE AGREEMENT

1. Each Industrial User who proposes to begin a new Industrial Discharge or modify an existing Industrial Discharge into the Sewer Collection System shall:
 - a. Submit to the Company a completed Industrial Discharge Questionnaire, the form and content of which will be provided by the Company to the customer.
 - b. Test the proposed Industrial Waste Discharge for the presence of Pollutants for which Daily Average Effluent Limitations are established by this Rule and provide the Company with such test results from an Arizona Department of Health Services licensed laboratory. The proposed Industrial Waste discharge also shall be tested for pH, BOD, and TSS concentration.
 - c. If the Industrial User is a Significant Industrial User, provide such additional information as necessary AND enter into an Industrial Discharge Service Agreement with the Company, substantially in the form attached as Exhibit A to this Rule;
2. Industrial Users in existence upon the effective date of this Rule shall complete and submit an Industrial Discharge Questionnaire for evaluation by the Company within forty-five (45) days after the effective date of this Rule. Significant Industrial Users in existence upon the effective date of this Rule must execute an Industrial Discharge Service Agreement within ninety (90) days of the effective date of this Rule.

H. PRETREATMENT PROGRAM ENFORCEMENT AND RESPONSE GUIDELINES

1. The goal of the Pretreatment program is to protect the environment, public, and both Company and POTW workers and to obtain compliance with all applicable laws and regulations by those regulated dischargers into the POTW.

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19820 N. 7th St., Suite 201, Phoenix, Arizona 85024

Decision No. 67093

Arizona-American Water Company
(Name of Company)

Sun City Sewer District
(Name of Service Area)

RULE NO. 10 (Continued)
USE OF SANITARY SEWERS BY INDUSTRIAL DISCHARGERS

2. Violation of this Rule or of any provision of an Industrial Discharge Service Agreement is cause for termination of service or other appropriate Enforcement Response, as defined below.
3. "Enforcement Response" shall include but is not limited to the following:
 - a. Inspection by the Company of an Industrial User's Facility;
 - b. Notice of violation;
 - c. Increased monitoring and testing;
 - d. Report of violations to City of Tolleson, City of Glendale, ADEQ, and/or EPA;
 - e. Termination of service with notice, pursuant to applicable Arizona Corporation Commission rules;
 - f. Termination of service without notice, pursuant to applicable Arizona Corporation Commission rules; and/or
 - g. Any and all remedies specifically provided in the Industrial Discharge Service Agreement.
4. In determining the appropriate Enforcement Response the Company shall consider the following factors:
 - a. Consideration of previous compliance history;
 - b. Length of violation;
 - c. Number of violations;
 - d. Seriousness of effects to the Sewage Works;
 - e. Potential effects to the public health; and
 - f. Any other relevant factors.
5. Violation of this rule could result in enforcement or other legal action against the Industrial User by the City of Tolleson, City of Glendale, City of Phoenix, the Arizona Department of Environmental Quality and/or the U.S. Environmental Protection Agency. These entities are authorized by law to impose monetary penalties of up to \$25,000 per day per violation.

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David Stephenson, Rate Regulation Manager19820 N. 7th St., Suite 201, Phoenix, Arizona 85024Decision No. 67093

Arizona-American Water Company
(Name of Company)

Sun City Sewer District
(Name of Service Area)

RULE 10
EXHIBIT A

- b) **Contaminated Cooling Water:** Cooling Water which may become contaminated, either through the use of water treatment chemicals used for corrosion inhibitors or biocides, or by direct contact with process materials and/or Wastewater.
5. **Customer** - _____, a(n)_____.
6. **Daily Average Effluent Limitation** - The maximum allowable concentration of a Pollutant in the Discharge as measured in a Representative Sample during a sampling day.
7. **Environmental Laws** - All present and future laws and any amendments, permits, and other requirements of governmental authorities applicable to the Customer's Facility and relating to the environment, health or safety, environmental conditions. Environmental Laws includes but is not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.* ("CERCLA"); the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.* ("RCRA"); the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq.*; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 to 136y; the Federal Water Pollution Control Act, as amended by the Clean Water Act, 33 U. S. C. §§ 1251 *et seq.*; the Clean Air Act, 42 U. S. C. §§ 7401 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2671; the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26; the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§ 101 *et seq.*; Title 49 of the Arizona Revised Statutes; and any regulations promulgated pursuant to such listed federal and state statutes.
8. **Grab Sample** - An individual sample collected in less than fifteen (15) minutes, without regard for flow or time of day.
9. **Instantaneous Maximum Effluent Limitation** - The maximum concentration of a Pollutant in the Discharge at any time as measured in a Grab Sample.
10. **Pretreatment Requirements** - All of the duties or responsibilities imposed upon Industrial Users by Rule 10.
11. **Representative Sample** - A Composite Sample obtained by flow-proportional sampling techniques where feasible. Where flow-proportional sampling is infeasible, the Company may allow or conduct composite sampling by time-proportional techniques or by averaging one or more Grab Samples.
12. **TTO** - Total Toxic Organic Compounds as listed on Attachment 11.
13. **Upset** - An exceptional incident in which there is unintentional and temporary noncompliance with Pretreatment Requirements, because of factors beyond the reasonable control of the Customer, excluding noncompliance due to such factors as operational error, improperly designed or inadequate treatment facilities, lack of preventative maintenance or careless or improper operation.

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David Stephenson, Rate Regulation Manager19820 N. 7th St., Suite 201, Phoenix, Arizona 85024Decision No. 67093

Arizona-American Water Company
(Name of Company)Sun City Sewer District
(Name of Service Area)**RULE 10**
EXHIBIT A (continued)

4. Duty to Mitigate

The Customer shall, at his sole cost and expense, take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this Agreement, including such accelerated or additional monitoring as necessary to determine the nature and impact of any noncomplying Discharge.

5. Amendment of Agreement

This Agreement may be modified for good cause, including, but not limited to, the following:

1. New or revised federal, state, or local pretreatment standards or requirements;
2. Material or substantial alterations or additions to the Customer's operation or processes which are not covered in this Agreement;
3. A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized Discharge;
4. Upon reasonable request of the Customer, provided that granting such request does not create a violation of any existing applicable requirements, standards, laws, or rules and regulations. A request by the Customer for a permit modification, or a notification of planned changes or anticipated noncompliance, does not stay any provision in this Agreement.

6. Company's Right of Termination Upon Customer's Default

1. In the event that at any time during the term of this Agreement the Customer shall:

- i. Discharge Industrial Wastes such that the Discharge poses a threat to the Company's collection or treatment systems, the POTW, wastewater treatment plant personnel, to the receiving waters, or will adversely impact the environment;
- ii. Knowingly making any false statement on any report or other document required by this Agreement or Rule 10, or knowingly rendering any monitoring device or method inaccurate;

[List additional violations that shall be cause for termination of the Agreement]

and any such failure or violation is not commenced to be cured within fifteen (15) days after the date the Company serves written notice of default or violation on the Customer pursuant to paragraph V.A.5.a above, and the default is not cured in a diligent manner within a reasonable period of time after commencement, then the Company may, at its

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Month Day Year

ISSUED BY:

David Stephenson, Rate Regulation Manager19820 N. 7th St., Suite 201, Phoenix, Arizona 85024Decision No. 67093

Sun City Sewer District
(Name of Service Area)

RULE 10
EXHIBIT A (continued)

C. MONITORING AND RECORDS

1. Representative Sampling

Samples and measurements taken as required herein shall be Representative Samples. All samples shall be taken at the monitoring points specified on Attachment I to this Agreement, and, unless otherwise specified, before the Discharge joins or is diluted by any other wastestream, body of water, or substance. All equipment used for sampling and analysis must be routinely calibrated and inspected and maintained to ensure their accuracy. Monitoring points shall not be changed without notification to, and the approval of, the Company. The Customer shall maintain records of routine equipment calibrations, maintenance activities, and inspections.

2. Flow Measurements

If flow measurement is required by this Agreement, the appropriate flow measurement devices and methods consistent with approved scientific practices shall be selected and used by the Customer to ensure the accuracy and reliability of measurements of the volume of monitored discharges. The devices shall be installed, calibrated, and maintained to ensure that the accuracy of the measurements are consistent with the accepted capability of that type of device. Devices selected shall be capable of measuring flows with a maximum deviation of less than 10 percent from true discharge rates throughout the range of expected discharge volumes.

3. Inspection and Entry

The Customer shall allow the Company, or an authorized representative, upon the presentation of credentials and other documents as may be required by law, to:

- a. have safe access to any areas of the Facility that will be inspected by the authorized representative;
- b. enter at any time during normal hours of operation upon the Customer's premises where the Facility or activity is located or conducted, or where records must be kept under the provisions of this Agreement;
- c. have access to and copy, at reasonable times, any records that must be kept under the provisions of this Agreement;
- d. inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations subject to this Agreement;
- e. sample or monitor, for the purposes of assuring compliance with this Agreement, any substances or parameters at any location; and
- f. inspect any production, manufacturing, fabricating, or storage area where Pollutants could originate.

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**RULE 10
EXHIBIT A (continued)**

4. Retention of Records

- a. The Customer shall retain records of all monitoring information, including all calibration and maintenance records, and any original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Agreement, and records of any data used to complete the Industrial Waste Questionnaire required by Rule 10, for a period of at least three (3) years from to date of the sample, measurement, report, or questionnaire. This period may be extended by request of the Company at any time.
- b. All records that pertain to matters that are the subject of special orders, or any other enforcement or litigation activities brought by the Company or other appropriate agency, shall be retained and preserved by the Customer until all such activities have concluded, and all periods of limitation with respect to any and all appeals have expired.

5. Record Contents

Records of sampling information shall include:

- a. The date, exact place, time, and methods of sampling or measurements, and sample preservation techniques or procedures;
- b. The names of persons who performed the sampling or measurements;
- c. The date(s) analyses were performed;
- d. The names of persons who performed the analyses;
- e. The analytical techniques or methods used; and
- f. The results of such analyses.

D. ADDITIONAL REPORTING REQUIREMENTS

1. 90-Day Compliance Report [if applicable]

Within 90 days following the final compliance date listed on the compliance schedule specified in Part III of this Agreement, the Customer shall submit a final compliance report. The Customer shall sample its Wastewater for the Pollutants specified in Part 11, and shall report the results of such sampling. Any reasons for not complying and steps being taken by the User to comply shall be part of the report.

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Arizona-American Water Company
(Name of Company)Sun City Sewer District
(Name of Service Area)RULE 10
EXHIBIT AATTACHMENT I - SCHEMATIC
ATTACHMENT 11 - REGULATED TOXIC ORGANICS

- | | |
|---|---|
| 1. Acenaphthene | 31. 2,4-dichlorophenol |
| 2. Acrolein | 32. 1,2-dichloropropene |
| 3. Acrylonitrile | 33. 1,2-dichloropropylene |
| 4. Benzene | 34. 2,4-dimethylphenol |
| 5. Benzidine | 35. 2,4-dinitrotoluene |
| 6. Carbon Tetrachloride
(Tetrachloromethane) | 36. 2,6-dinitrotoluene |
| 7. Chlorobenzene | 37. 1,2-diphenylhydrazine |
| 8. 1,2,4-trichlorobenzene | 38. Ethylbenzene |
| 9. Hexachlorobenzene | 39. Fluoranthene |
| 10. 1,2-dichloroethane | 40. 4-chlorophenyphenyl ether |
| 11. 1, 1, 1 -trichloroethane | 41. 4-bromophenyphenyl ether |
| 12. Hexachloroethane | 42. Bis(2-chloroisopropyl)ether |
| 13. 1,1,1-dichloroethane | 43. Bis (2-chloroethoy) methane |
| 14. 1, 1,2-trichloroethane | 44. Methylene chloride(dichloromethane) |
| 15. 1, 1,2,2-tetrachloroethane | 45. Methyl chloride (chloromethane) |
| 16. Chloroethane | 46. Methyl bromide (bromomethane) |
| 18. Bis (2-chloroethyl)ether | 47. Bromoform (tribromomethane) |
| 19. 2-chloroethyl vinyl ether (mixed) | 48. Dichlorobromomethane |
| 20. 2-chloronaphthalene | 51. Chlorodibromomethane |
| 21. 2,4,6-trichlorophenol | 52. Hexachlorobutadiene |
| 22. Parachlorometa cresol | 53. Hexachlorocyclopentadiene |
| 23. Chloroform (trichloromethane) | 54. Isophorone |
| 24. 2-chlorophenol | 55. Naphthalene |
| 25. 1,2-dichlorobenzene | 56. Nitrobenzene |
| 26. 1,3-dichlorobenzene | 57. 2-nitrophenol |
| 27. 1,4-dichlorobenzene | 58. 4-nitrophenol |
| 28. 3,3-dichlorobenzidine | 59. 2,4-dinitrophenol |
| 29. 1,1-dichloroethylene | 60. 4,6-dinitro-o-cresol |
| 30. 1,2-trans-dichloro ethylene | 61. N-nitrosodimethylamine |
| | 62. N-nitrosodiphenylamine |

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